

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY**

WILLIAM CASTANS,

Plaintiff,

v.

CBIZ INSURANCE SERVICES, INC.

Serve: Registered Agent
Corporate Creations Network Inc.
12747 Olive Blvd., #300
St. Louis, MO 63141

Defendant.

Case No.

Division

JURY TRIAL DEMANDED

PETITION

William Castans ("Plaintiff"), states the following allegations against CBIZ Insurance Services, Inc. ("CBIZ" or "Defendant"):

Parties

1. Plaintiff William Castans is an individual citizen and resident of Olathe, Johnson County, Kansas.

2. Defendant CBIZ Insurance Services, Inc. is a foreign for-profit company licensed to do business in Missouri, and doing business in Kansas City, Missouri.

Jurisdiction and Venue

3. Jurisdiction is proper under R.S.Mo. § 506.500 in that Defendant transacted business, contracted with Plaintiff, and breached its contract with Plaintiff in the State of Missouri.

4. Venue is proper in this Court under R.S.Mo. § 508.010 as there is personal jurisdiction over Defendant in the State of Missouri, and the events alleged in this Petition took place in whole, or in part, in Jackson County, Missouri.

Factual Background

5. On October 11, 2018, Defendant made a verbal offer of employment to Plaintiff for a position as a Producer.

6. Defendant formalized its offer in a December 31, 2018 letter, which provided that Mr. Castans would be paid a base salary of \$125,000 “until you validate,” at which point Plaintiff would be paid solely by commission. Exhibit 1, Offer Letter and Employment Agreement.¹

7. Plaintiff was also to be paid \$25,000 for mentoring (not subject to validation), plus certain other commissions.

8. In reliance on the offer from CBIZ, Mr. Castans left a position where he was highly compensated, and he started employment at CBIZ on January 14, 2019.

9. Mr. Castans, a Licensed Commercial Insurance Producer in both Property & Casualty and Healthcare Benefits (Life & Health) with significant experience, left a highly compensated position from one of the world’s largest commercial insurance risk services corporations and started his career at CBIZ, on January 14, 2019.

10. CBIZ hired Plaintiff to develop larger business opportunities on comprehensive insurance programs that CBIZ had little experience with. CBIZ and Plaintiff anticipated that Plaintiff would mentor, develop, and provide the necessary business skills to newly hired young insurance producers, and it promised to compensate Plaintiff for those mentoring services.

11. CBIZ did not hire new young producers as promised.

¹ Attachment will be served with Petition, but because of size may not be filed electronically.

12. Shortly after Plaintiff began work, he and CBIZ entered an Employment Agreement setting forth in detail the terms of his compensation, which were consistent with the terms of compensation promised in the offer letter. Exhibit 1, Offer Letter and Employment Agreement.²

13. The Employment Agreement between Plaintiff and Defendant provided that Plaintiff's employment "shall continue unless terminated without cause by either party upon thirty (30) days written notice to the other party or terminated immediately for cause as hereinafter provided for in section 9."

14. Together, the December 31, 2018 offer letter and the Employment Agreement formed an employment contract that obligated CBIZ to compensate Mr. Castans according to the agreed terms until certain objective criteria were met, that is, as CBIZ put it, "until you validate."

15. In the commercial insurance industry, the term "validate" means to earn a level of commission that fully compensates the salesperson.

16. The term "Validate" in the Commercial Insurance industry means that the Producer is allowed ample time – approximately 36 months, generally – to generate an agreed upon amount of revenue that justifies their salary. Most insurance policies come due in January and June, so sufficient time is needed to build new business relationships to accomplish the objective.

17. In the commercial insurance industry it commonly takes approximately 36 months for a salesperson to build a book of business that validates the salesperson's salary. Depending on circumstances, however, more time may be necessary, particularly because each year presents limited opportunities to build business, based on policy renewal dates.

18. In the context of Plaintiff's work with CBIZ, validation would have been reasonably expected to take longer than the usual expectation, because the position CBIZ lured

² Attachment will be served with Petition, but because of size may not be filed electronically.

Plaintiff away from included a non-competition and non-solicitation agreement, which restricted Plaintiff's potential business targets for a period of time.

19. CBIZ specifically cautioned Plaintiff not call on clients he had worked with in his previous position because of a 24-month non-solicitation agreement with that employer.

20. Nevertheless, Plaintiff's business pipeline and new business opportunities , along with the multitude of face-to-face business meetings he was developing, indicated he was well on track to validating.

21. Approximately three months after Plaintiff began his employment with CBIZ, however, Defendant expressed dissatisfaction with Plaintiff's progress and place him on notice of potential termination.

22. CBIZ actually terminated Plaintiff's employment in September 2019, long before he could reasonably have been expected to validate.

23. In terminating Plaintiff, CBIZ did not invoke the provision of the Employment Agreement allowing for termination without cause.

24. The Employment Agreement between the parties set forth specific events that could be "good cause" for termination, including gross negligence, criminal or unethical conduct, failure to maintain professional licenses, or failure to meet production objectives communicated to Plaintiff.

25. None of the defined elements of "good cause" existed in the context of Defendant's termination of Plaintiff.

26. The performance objective most specifically and communicated to Plaintiff was that he would be paid his salary until he validated.

27. Defendant terminated Plaintiff and stopped paying his salary and benefits before he validated, and before he could reasonably have been expected to validate.

28. As a result of his termination, Plaintiff has lost the compensation promised in his contract, an annual rate of \$150,000 plus certain commissions.

COUNT I
Breach of Contract

29. Plaintiff and Defendant entered into an employment contract under which Defendant would compensate Plaintiff a certain amount, and provide certain benefits and commissions, until he “validated.”

30. Pursuant to the contract, Plaintiff worked for Defendant from January 2019 until his termination later that year.

31. Defendant terminated Plaintiff in September 2019, long before Plaintiff could reasonably have been expected to “validate.”

32. By terminating Plaintiff and ceasing to compensate him before he validated, without invoking the contract’s provision regarding termination without cause and without establishing any of the conditions necessary for termination with cause, Defendant breached its contract with Plaintiff.

33. Plaintiff satisfied all of his obligations under the contract.

34. As a direct result of Defendant’s breach, Plaintiffs have been damaged in the amount that he would have been compensated in salary and benefits had Defendant not breached the contract, in an amount of approximately \$450,000, not including interest.

WHEREFORE, Plaintiff William Castans demands judgment against Defendant CBIZ and prays for: 1) compensatory damages; 2) attorneys’ fees and costs as appropriate; 3) pre-judgment and post-judgment interest as provided by law; and 4) such other relief as the Court deems fair and equitable.

COUNT II
Promissory Estoppel

35. In making a job offer to Plaintiff, promising to pay the amounts specified above, Defendant lured Plaintiff away from a previous position, in which he was well compensated.

36. Defendant's promise of payment was definite and objective, both with respect to the amounts offered and the conditions under which those amounts would be paid.

37. Defendant could reasonably foresee that Plaintiff would rely on Defendant's promise, leave his previous, lucrative position, and begin employment with CBIZ.

38. Plaintiff did in fact leave his position to begin employment with CBIZ, relying to his detriment on Defendant's promises.

39. Injustice can only be avoided if Defendant's promises are enforced, such as with reinstatement for a reasonable period of time until Plaintiff validates, or alternatively if Plaintiff is compensated a reasonable amount in lieu of reinstatement.

WHEREFORE, Plaintiff requests that the Court grant him judgment against Defendant and award him reinstatement or, alternatively, compensation in lieu of reinstatement, pre-judgment and post-judgment interest as allowed by law; and such other relief as the Court deems fair and equitable.

JURY DEMAND

Plaintiff hereby requests trial by jury of all issues triable by jury.

Respectfully Submitted,

DUGAN SCHLOZMAN LLC

/s/ Mark V. Dugan

Heather J. Schlozman, KS Bar # 23869

Mark V. Dugan, KS Bar # 23897

heather@duganschlozman.com

mark@duganschlozman.com
8826 Santa Fe Drive, Suite 307
Overland Park, Kansas 66212
Telephone: (913) 322-3528
Facsimile: (913) 904-0213

Counsel for Plaintiff

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY**

WILLIAM CASTANS,

**PLAINTIFF(S),
VS.**

**CASE NO. 2016-CV15087
DIVISION 1**

**CBIZ INSURANCE SERVICES INC,

DEFENDANT(S).**

**NOTICE OF CASE MANAGEMENT CONFERENCE FOR CIVIL CASE
AND ORDER FOR MEDIATION**

NOTICE IS HEREBY GIVEN that a Case Management Conference will be held with the Honorable **SANDRA C. MIDKIFF** on **14-JUN-2021** in **DIVISION 1** at **09:00 AM**. All Applications for Continuance of a Case Management Conference should be filed on or before Wednesday of the week prior to the case management setting. Applications for Continuance of a Case Management Conference shall comply with Supreme Court Rule and 16th Cir. R. 34.1. Continuance of a Case Management Conference will only be granted for good cause shown because it is the desire of the Court to meet with counsel and parties in all cases within the first 4 months that a case has been on file. All counsel and parties are directed to check Case.NET on the 16th Judicial Circuit web site at www.16thcircuit.org after filing an application for continuance to determine whether or not it has been granted.

A lead attorney of record must be designated for each party as required by Local Rule 3.5.1. A separate pleading designating the lead attorney of record shall be filed by each party as described in Local Rule 3.5.2. The parties are advised that if they do not file a separate pleading designating lead counsel, even in situations where there is only one attorney representing the party, JIS will not be updated by civil records department, and copies of orders will be sent to the address currently shown in JIS. Civil Records does not update attorney information from answers or other pleadings. The Designation of Lead Attorney pleading shall contain the name of lead counsel, firm name, mailing address, phone number, FAX number and E-mail address of the attorney who is lead counsel.

At the Case Management Conference, counsel should be prepared to address at least the following:

- a. A trial setting;
- b. Expert Witness Disclosure Cutoff Date;
- c. A schedule for the orderly preparation of the case for trial;
- d. Any issues which require input or action by the Court;
- e. The status of settlement negotiations.

MEDIATION

The parties are ordered to participate in mediation pursuant to Supreme Court Rule 17. Mediation shall be completed within 10 months after the date the case is filed for complex cases, and 6 months after the date the case is filed for other circuit cases, unless otherwise ordered by the Court. Each party shall personally appear at the mediation and participate in the process. In the event a party does not have the authority to enter into a settlement, then a representative of the entity that does have actual authority to enter into a settlement on behalf of the party shall also personally attend the mediations with the party.

The parties shall confer and select a mutually agreeable person to act as mediator in this case. If the parties are unable to agree on a mediator the court will appoint a mediator at the Case Management Conference.

Each party shall pay their respective pro-rata cost of the mediation directly to the mediator.

POLICIES/PROCEDURES

Please refer to the Court's web page www.16thcircuit.org for division policies and procedural information listed by each judge.

/S/ SANDRA C. MIDKIFF
SANDRA C. MIDKIFF, Circuit Judge

Certificate of Service

This is to certify that a copy of the foregoing was mailed postage pre-paid or hand delivered to the plaintiff with the delivery of the file-stamped copy of the petition. It is further certified that a copy of the foregoing will be served with the summons on each defendant named in this action.

Attorney for Plaintiff(s):

MARK VAN BUREN DUGAN, 8826 SANTA FE DR STE 307, OVERLAND PARK, KS
66212

Defendant(s):

CBIZ INSURANCE SERVICES INC

Dated: 21-JUL-2020

MARY A. MARQUEZ
Court Administrator

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI

☒ AT KANSAS CITY ☐ AT INDEPENDENCE

RE: WILLIAM CASTANS V CBIZ INSURANCE SERVICES INC
CASE NO: 2016-CV15087

TO: MARK VAN BUREN DUGAN
8826 SANTA FE DR STE 307
OVERLAND PARK, KS 66212

We have received pleadings, which you submitted for filing in the case and they have been file-stamped on 7-14-20. However, your pleading cannot be processed further until the following action is taken:

RULE 3.2 - STYLE

- ☐ Additional service instructions are needed.
- ☐ Incorrect case number/filed in wrong county.
- ☐ Document is unreadable.

RULE 4.2 (2)

- ☐ Need Circuit Court Form 4

RULE 5.6 – COLLECTIONS OF DEPOSIT

- ☐ No fee, or incorrect fee, received; fee required is \$_____.
- ☐ Insufficient Filing Fee; Please Remit \$_____
- ☐ No signature on check/form 1695.
- ☐ No request to proceed in forma pauperis.
- ☐ No personal checks accepted.

RULE 68.1

- ☐ Need Circuit Court Form 17

☒ **OTHER: How do you want service to be done? Any questions, please call 881-1370.**

- ☐ Please take the actions necessary to comply with the Circuit Court Rules and your request will be processed.
- ☐ The private process server listed is not on our approved list.
- ☐ Execution in effect. Return date _____. Request may be resubmitted within one week prior to return date.
- ☐ Supreme Court Rule 90.13 requires interrogatories be served with summons of garnishment.

RULE 68.7 – VITAL STATISTICS REPORT

- ☐ Need Certificate of dissolution of marriage form.

RULE 74.14 SUPREME CT – FOREIGN JUDGMENT

- ☐ Authentication of foreign judgment required.
- ☐ Affidavit pursuant to Supreme Court Rule 74.14

RULE 54.12 SERVICE IN REM OR QUASI IN REM ACTIONS

- ☐ Affidavit for Service by Publication required pursuant to Supreme Court Rule 54.12c.
- ☐ Order for Service by Publication required pursuant to Supreme Court Rule 54.12c.
- ☐ Notice for Service by Publication required pursuant to Supreme Court Rule 54.12c.
- ☐ Affidavit for Service by Certified/Registered Mail pursuant to Supreme Court Rule 54.12b.

If the filing was a new case, please be advised that unless the additional information marked is received within 30 days of the date of this notice this case will be dismissed pursuant to Rule 37.4 for failure to prosecute without prejudice, at the Plaintiff's cost. Collection efforts will be pursued for these costs.

Please refer to the Court's website at www.16thcircuit.org for Court Rules or Forms.

Copies electronic noticed, faxed, emailed and/or mailed JULY 21, 2020 to:

COURT ADMINISTRATOR'S OFFICE
DEPARTMENT OF CIVIL RECORDS
CIRCUIT COURT OF JACKSON COUNTY, MISSOURI

JULY 21, 2020

Date

By _____

Cheryl Smalley
Deputy Court Administrator

- ☒ 415 East 12th St., Kansas City, Missouri 64106
- ☐ 308 W. Kansas, Independence, Missouri 64050

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY**

WILLIAM CASTANS,

Plaintiff,

v.

CBIZ INSURANCE SERVICES, INC.

Serve: Registered Agent
Corporate Creations Network Inc.
12747 Olive Blvd., #300
St. Louis, MO 63141

Defendant.

Case No. 2016-CV-15087

Division 1

**MOTION AND ORDER FOR APPROVAL AND
APPOINTMENT OF PRIVATE PROCESS SERVER**

Plaintiff requests that D&B Legal Services, Inc. be approved and appointed as process servers for the Petition in this case. The following individuals associated with D&B Legal Services are not parties to the case and are at least 18 years of age:

Jamie Andrews PPS20-0009	Jeff Brown PPS20-0018	Mary Dahlberg PPS20-0027
Caleb Battreal PPS20-0010	Hester Bryant PPS20-0019	Bert Daniels JR PPS20-0028
Bernard Beletsky PPS20-0011	Nicholas Bull PPS20-0020	Richard Davis PPS20-0029
Carrington Bell PPS20-0012	Randy Burrow PPS20-0021	Anthony Dice PPS20-0497
Thomas Bogue PPS20-0013	Gory Burt PPS20-0022	David Dice PPS20-0030
Brent Bohnhoff PPS20-0014	Kyle Carter PPS20-0023	Maureen Dice PPS20-0031
Arthur Boyer PPS20-0015	Michael Conklin PPS20-0024	Norman Diggs PPS20-0032
Scott Brady PPS20-0016	Lisa Corbett PPS20-0025	Edwina Ditmore PPS20-0033
Gary Brakemeyer PPS20-0017	Dennis Dahlberg PPS20-0026	Marrissa Doan PPS20-0034

Shawn Edwards PPS20-0035	Edward Johnson PPS20-0060	Ronald Moore PPS20-0086
Tonya Elkins PPS20-0036	James Johnson PPS20-0061	Andrew Myers PPS20-0087
William Ferrell PPS20-0037	Etoya Jones PPS20-0062	Frederick Myers PPS20-0088
Robert Finley PPS20-0335	Patrick Jones PPS20-0063	James Myers PPS20-0089
James Frago PPS20-0038	Derec Kelley PPS20-0064	Stephanie Myers PPS20-0090
John Frago PPS20-0039	Brent Kirkhart PPS20-0065	Christopher New PPS20-0091
Kenneth Frechette II PPS20-0040	Janice Kirkhart PPS20-0066	Jeremy Nicholas PPS20-0092
Andrew Garza PPS20-0041	Tyler Kirkhart PPS20-0067	Michael Noble PPS20-0093
Bradley Gordon PPS20-0042	Damon Lester PPS20-0068	Greg Noll PPS20-0094
Thomas Gorgen PPS20-0043	Daniel Maglothin PPS20-0069	Robert O'Sullivan PPS20-0095
Tom Gorgone PPS20-0044	Chad Maier PPS20-0070	Mike Perry PPS20-0096
Richard Gray PPS20-0045	Kenneth Marshall PPS20-0071	Bob Peters PPS20-0097
Charles Gunning PPS20-0046	Deborah Martin PPS20-0072	Devin Pettenger PPS20-0098
James Hannah PPS20-0047	Michael Martin PPS20-0073	Carrie Pfeifer PPS20-0099
Rufus Harmon PPS20-0048	Todd Martinson PPS20-0074	Craig Poesse PPS20-0159
James Harvey PPS20-0049	Timothy McGarity PPS20-0075	Bill Powell PPS20-0100
Natalie Hawks PPS20-0050	Casey McKee PPS20-0076	Dee Powell PPS20-0101
Douglas Hays PPS20-0051	Michael Meador PPS20-0077	Samantha Powell PPS20-0102
Stephen Heitz PPS20-0052	Kenny Medlin PPS20-0078	Kim Presler PPS20-0103
Wendy Hilgenberg PPS20-0053	Maria Meier PPS20-0079	Marcus Presler PPS20-0104
James Hise PPS20-0054	Thomas Melte PPS20-0080	Mark Rauss PPS20-0105
Gerald Hissam PPS20-0055	Matthew Millhollin PPS20-0081	Terri Richards PPS20-0106
William Hockersmith PPS20-0056	James Mitchell PPS20-0082	Jorge Rivera PPS20-0107
Alex Holland PPS20-0057	Alexious Moehring PPS20-0083	Sammie Robinson PPS20-0108
Mary Hurley PPS20-0058	Jonathan Moehring PPS20-0084	Richard Roth PPS20-0109
Betty Johnson PPS20-0059	Jason Moody PPS20-0085	Edna Russell PPS20-0110

Brenda Schiwitz PPS20-0111	Sonja Stone PPS20-0118	Andrew Wickliffe PPS20-0128
Michael Siegel PPS20-214	David Taliaferro PPS20-0119	Norman Wiley PPS20-0129
Joe Sherrod PPS20-0112	Michael Taylor PPS20-0120	Gregory Willing PPS20-0130
Andrew Sitzes PPS20-0113	Robert Torrey PPS20-0121	Conni Wilson PPS20-0131
Laura Skinner PPS20-0114	Lucas Traugott PPS20-0122	Jerry Wilson PPS20-0132
Thomas Skinner PPS20-0115	Steve Trueblood PPS20-0123	Debra Woodhouse PPS20-0133
Richard Skyles PPS20-0215	Jonathan Trumpower PPS20-0124	Stan Yoder PPS20-0134
Chris Stanton PPS20-0216	Ryan Weekley PPS20-0125	Greg Zotta PPS20-013
William Steck PPS20-0116	Misty Wege PPS20-0126	
Randy Stone PPS20-0117	Andrew Wheeler PPS20-0127	

Plaintiff therefore requests that these persons be appointed to serve process in this case.

Respectfully Submitted,

DUGAN SCHLOZMAN LLC

/s/ Mark V. Dugan

Heather J. Schlozman, Mo Bar #43234

Mark V. Dugan, Mo Bar # 39629

heather@duganschlozman.com

mark@duganschlozman.com

8826 Santa Fe Drive, Suite 307

Overland Park, Kansas 66212

Telephone: (913) 322-3528

Facsimile: (913) 904-0213

Counsel for Plaintiff

ORDER

It is hereby ordered that the Plaintiff's Motion for Approval and Appointment of private process server is granted and the above-named individuals are hereby approved and appointed to serve process in the above-captioned matter.

Date: _____

Judge or Clerk

**IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY**

WILLIAM CASTANS,

Plaintiff,

v.

CBIZ INSURANCE SERVICES, INC.

Serve: Registered Agent
Corporate Creations Network Inc.
12747 Olive Blvd., #300
St. Louis, MO 63141

Defendant.

Case No. 2016-CV-15087

Division 1

**MOTION AND ORDER FOR APPROVAL AND
APPOINTMENT OF PRIVATE PROCESS SERVER**

Plaintiff requests that D&B Legal Services, Inc. be approved and appointed as process servers for the Petition in this case. The following individuals associated with D&B Legal Services are not parties to the case and are at least 18 years of age:

Jamie Andrews PPS20-0009	Jeff Brown PPS20-0018	Mary Dahlberg PPS20-0027
Caleb Battreal PPS20-0010	Hester Bryant PPS20-0019	Bert Daniels JR PPS20-0028
Bernard Beletsky PPS20-0011	Nicholas Bull PPS20-0020	Richard Davis PPS20-0029
Carrington Bell PPS20-0012	Randy Burrow PPS20-0021	Anthony Dice PPS20-0497
Thomas Bogue PPS20-0013	Gory Burt PPS20-0022	David Dice PPS20-0030
Brent Bohnhoff PPS20-0014	Kyle Carter PPS20-0023	Maureen Dice PPS20-0031
Arthur Boyer PPS20-0015	Michael Conklin PPS20-0024	Norman Diggs PPS20-0032
Scott Brady PPS20-0016	Lisa Corbett PPS20-0025	Edwina Ditmore PPS20-0033
Gary Brakemeyer PPS20-0017	Dennis Dahlberg PPS20-0026	Marrissa Doan PPS20-0034

Shawn Edwards PPS20-0035	Edward Johnson PPS20-0060	Ronald Moore PPS20-0086
Tonya Elkins PPS20-0036	James Johnson PPS20-0061	Andrew Myers PPS20-0087
William Ferrell PPS20-0037	Etoya Jones PPS20-0062	Frederick Myers PPS20-0088
Robert Finley PPS20-0335	Patrick Jones PPS20-0063	James Myers PPS20-0089
James Frago PPS20-0038	Derec Kelley PPS20-0064	Stephanie Myers PPS20-0090
John Frago PPS20-0039	Brent Kirkhart PPS20-0065	Christopher New PPS20-0091
Kenneth Frechette II PPS20-0040	Janice Kirkhart PPS20-0066	Jeremy Nicholas PPS20-0092
Andrew Garza PPS20-0041	Tyler Kirkhart PPS20-0067	Michael Noble PPS20-0093
Bradley Gordon PPS20-0042	Damon Lester PPS20-0068	Greg Noll PPS20-0094
Thomas Gorgen PPS20-0043	Daniel Maglothin PPS20-0069	Robert O'Sullivan PPS20-0095
Tom Gorgone PPS20-0044	Chad Maier PPS20-0070	Mike Perry PPS20-0096
Richard Gray PPS20-0045	Kenneth Marshall PPS20-0071	Bob Peters PPS20-0097
Charles Gunning PPS20-0046	Deborah Martin PPS20-0072	Devin Pettenger PPS20-0098
James Hannah PPS20-0047	Michael Martin PPS20-0073	Carrie Pfeifer PPS20-0099
Rufus Harmon PPS20-0048	Todd Martinson PPS20-0074	Craig Poesse PPS20-0159
James Harvey PPS20-0049	Timothy McGarity PPS20-0075	Bill Powell PPS20-0100
Natalie Hawks PPS20-0050	Casey McKee PPS20-0076	Dee Powell PPS20-0101
Douglas Hays PPS20-0051	Michael Meador PPS20-0077	Samantha Powell PPS20-0102
Stephen Heitz PPS20-0052	Kenny Medlin PPS20-0078	Kim Presler PPS20-0103
Wendy Hilgenberg PPS20-0053	Maria Meier PPS20-0079	Marcus Presler PPS20-0104
James Hise PPS20-0054	Thomas Melte PPS20-0080	Mark Rauss PPS20-0105
Gerald Hissam PPS20-0055	Matthew Millhollin PPS20-0081	Terri Richards PPS20-0106
William Hockersmith PPS20-0056	James Mitchell PPS20-0082	Jorge Rivera PPS20-0107
Alex Holland PPS20-0057	Alexious Moehring PPS20-0083	Sammie Robinson PPS20-0108
Mary Hurley PPS20-0058	Jonathan Moehring PPS20-0084	Richard Roth PPS20-0109
Betty Johnson PPS20-0059	Jason Moody PPS20-0085	Edna Russell PPS20-0110

Brenda Schiwitz PPS20-0111	Sonja Stone PPS20-0118	Andrew Wickliffe PPS20-0128
Michael Siegel PPS20-214	David Taliaferro PPS20-0119	Norman Wiley PPS20-0129
Joe Sherrod PPS20-0112	Michael Taylor PPS20-0120	Gregory Willing PPS20-0130
Andrew Sitzes PPS20-0113	Robert Torrey PPS20-0121	Conni Wilson PPS20-0131
Laura Skinner PPS20-0114	Lucas Traugott PPS20-0122	Jerry Wilson PPS20-0132
Thomas Skinner PPS20-0115	Steve Trueblood PPS20-0123	Debra Woodhouse PPS20-0133
Richard Skyles PPS20-0215	Jonathan Trumpower PPS20-0124	Stan Yoder PPS20-0134
Chris Stanton PPS20-0216	Ryan Weekley PPS20-0125	Greg Zotta PPS20-013
William Steck PPS20-0116	Misty Wege PPS20-0126	
Randy Stone PPS20-0117	Andrew Wheeler PPS20-0127	

Plaintiff therefore requests that these persons be appointed to serve process in this case.

Respectfully Submitted,

DUGAN SCHLOZMAN LLC

/s/ Mark V. Dugan

Heather J. Schlozman, Mo Bar #43234

Mark V. Dugan, Mo Bar # 39629

heather@duganschlozman.com

mark@duganschlozman.com

8826 Santa Fe Drive, Suite 307

Overland Park, Kansas 66212

Telephone: (913) 322-3528

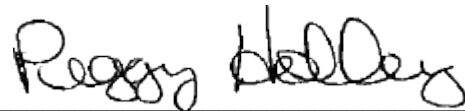
Facsimile: (913) 904-0213

Counsel for Plaintiff

ORDER

It is hereby ordered that the Plaintiff's Motion for Approval and Appointment of private process server is granted and the above-named individuals are hereby approved and appointed to serve process in the above-captioned matter.

Date: 05-Aug-2020



DEPUTY COURT ADMINISTRATOR



IN THE 16TH JUDICIAL CIRCUIT COURT, JACKSON COUNTY, MISSOURI

Judge or Division: SANDRA C. MIDKIFF	Case Number: 2016-CV15087	(Date File Stamp)
Plaintiff/Petitioner: WILLIAM CASTANS	Plaintiff's/Petitioner's Attorney/Address MARK VAN BUREN DUGAN 8826 SANTA FE DR STE 307 OVERLAND PARK, KS 66212	
Defendant/Respondent: CBIZ INSURANCE SERVICES INC	Court Address: 415 E 12th KANSAS CITY, MO 64106	
Nature of Suit: CC Breach of Contract		

Summons in Civil Case**The State of Missouri to:** CBIZ INSURANCE SERVICES INC

Alias:

CORPORATE CREATIONS NETWORK IN
12747 OLIVE BLVD #300
SAINT LOUIS, MO 63141**PRIVATE PROCESS SERVER**

COURT SEAL OF



JACKSON COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

05-AUG-2020

Date

Clerk

Further Information:

Sheriff's or Server's Return**Note to serving officer:** Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
- ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____ a person of the Defendant's/Respondent's family over the age of 15 years who permanently resides with the Defendant/Respondent.
- ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).

☐ other _____.

Served at _____ (address)

in _____ (County/City of St. Louis), MO, on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on _____ (date).

My commission expires: _____

Date

Notary Public

Sheriff's Fees

Summons \$ _____

Non Est \$ _____

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00

Mileage \$ _____ (_____ miles @ \$. _____ per mile)

Total \$ _____A copy of the summons and a copy of the petition must be served on **each** Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

**SUMMONS/GARNISHMENT SERVICE PACKETS
ATTORNEY INFORMATION**

Under the Missouri e-filing system now utilized by the 16th Judicial Circuit Court, once a case has been accepted for filing, a clerk prepares the necessary documents for service. The summons/garnishment is sent to the attorney by an e-mail containing a link so that the filer may print and deliver the summons/garnishment, pleadings and any other necessary documents to the person designated to serve the documents.

Pursuant to State statutes, Supreme Court Rules and Local Court Rules, attorneys are required to print, attach and serve specific documents with certain types of Petitions and other filings.

Please refer to the Court's website for instructions on how to assemble the service packets at:

16thcircuit.org → Electronic Filing Information → Required Documents for Service – eFiled cases → Summons/Garnishment Service Packet Information.

Please review this information periodically, as revisions are frequently made. Thank you.

Circuit Court of Jackson County